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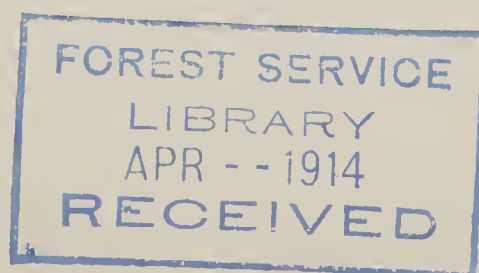


PROSPECTUS

SAW TIMBER and PULP WOOD  
OFFERED FOR SALE ON THE  
KOOTENAI NATIONAL FOREST  
IN MONTANA



THE YAAK RIVER





## LOCATION AND ACCESSIBILITY.

The timber offered for sale is 700,000,000 feet board measure or its equivalent in pulp wood on the Yaak River watershed in the Kootenai National Forest and is all on that part of the watershed lying on the west side of the Yaak River.

The watershed of the Yaak River is in the extreme northwestern corner of Montana and is bounded on the north by the International Boundary and on the west by the summit of the Moyie Mountains, which follow closely the state line between Montana and Idaho. The Yaak River rises in British Columbia about twenty miles north of the International Boundary and flows south, crossing the International Boundary into Montana about twenty miles east of the Idaho-Montana state line. It then takes a southwesterly course for about thirty-five miles through the Kootenai National Forest and empties into the Kootenai River at a point about five miles east of the Idaho-Montana state line. Thus the watershed on which the timber is offered for sale is thirty miles from north to south between the International Boundary and the Kootenai River, and from five to twenty miles from west to east between the Idaho-Montana state line and the Yaak River. The main trans-continental line of the Great Northern Railroad runs through the valley of the Kootenai River.

The Yaak River is drivable if improved with splash dams from the point where it enters the Kootenai National Forest at the International Boundary, and has already been driven for about the lower 15 miles, or from just below Sylvanite.

The timber offered for sale is located principally on tributaries from the west to the Yaak River which rise in the Moyie Mountains and flow east into the River. These tributaries are, named in order coming down stream from the International Boundary: West Fork of the Yaak, Peet Creek, Spread Creek, Hell-Roaring Creek, Meadow Creek, Red Top Creek, Cyclone Creek and Fourth of July Creek.

The elevation above sea level of the Yaak River is from nineteen hundred feet at its mouth to thirty-two hundred feet where it crosses the International Boundary. The west side of its watershed rises from this elevation gradually to an elevation of nearly six thousand feet above sea level in the summits of the Moyie Mountains at a distance of ten to twenty miles from the river. The slopes are thus very uniform and gradual and well adapted to logging.

## DESCRIPTION OF TIMBER AND TOPOGRAPHY.

The entire watershed of the Yaak River within the National Forest comprises an area of about five hundred thousand acres and contains nearly three billion feet of timber. That part of the watershed lying on the west side of the Yaak contains a stand of more than one billion feet, of which seven hundred million feet B. M. is offered for sale.



This is the equivalent of one million cords of pulp wood and is made up of the following species and amounts:

Engelmann (white) spruce.....	250	million	feet	B. M.	36%
Larch (western tamarack).....	140	"	"	" "	20%
Lodgepole pine.....	110	"	"	" "	16%
White fir (balsam fir).....	80	"	"	" "	11%
Douglas fir (red fir).....	50	"	"	" "	7%
White pine .....	40	"	"	" "	6%
Hemlock .....	20	"	"	" "	3%
Cedar .....	9	"	"	" "	1%
Yellow pine .....	1	"	"	" "	---
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Total .....	700				100%

The stand per acre of the merchantable portion of the area is from 12 to 14 M. B. M.

The spruce, white fir, white pine, hemlock and cedar are found principally along the tributaries to the river, in the stream bottoms and on the lower slopes. The lodgepole pine, larch and Douglas fir are found principally on the upper slopes of both the tributary streams and the main river.

The two principal tributaries are the West Fork and Peet Creek. The course of the West Fork is about twenty miles in length and the fall of the stream is very gradual. The topography of this watershed is characterized by wide basin-like valleys and very gradual slopes, except in the headwaters of the stream in the high summits of the Moyie range.

About midway in the course of the West Fork the stream flows through the upper end of a large meadow known as the Peet Creek Meadow. At the lower end of this meadow Peet Creek finds its source and flows almost directly to the Yaak River, a distance of about ten miles. The timber on the West Fork above the Peet Creek Meadow, which constitutes the greater part of the merchantable timber on that drainage, may thus be logged either down the West branch or down Peet Creek.

Nearly all of the spruce, white fir and white pine, the species most valuable for pulp, and about seventy-five per cent of the saw timber, are found on the watersheds of these two tributaries. These two streams both empty into the Yaak River in the first ten miles of its course south of the International Boundary line.

Neither Peet Creek nor the West Fork is drivable except for a few miles from the Yaak River and then only if improved by splash dams. Both streams have, however, fairly wide, flat bottoms, affording good location for logging railroads or log flumes.

#### METHODS AND COSTS OF LOGGING.

Three methods of logging this timber are feasible.

The Yaak River flows during the best four or five months of the year from fifteen hundred to thirty-five hundred cubic feet of water per second.



measured about midway in its course between the International Boundary and the Kootenai River, and may be driven for the entire distance by making extensive improvements in the first ten miles of the river below the Boundary, or may be driven below the mouths of the West Fork and Peet Creek with only ordinary stream improvements.

Conditions are very favorable for the construction of a logging railroad the entire length of the Yaak River, as well as a considerable distance up Peet Creek and the West Fork, the two principal tributaries from the west.

Probably the best method of log transportation, however, will be by means of log flumes, because of the large amount of small material to be handled as pulp wood in addition to the larger material more suitable for saw timber. Conditions are exceptionally favorable for the construction of a main flume up the Yaak River, and branch flumes can be constructed up all of the tributaries, thus placing the principal means of log transportation close to the standing timber.

The lower half of the watershed of the Yaak River is now reached by wagon road from Troy, Montana, and from Lenia, Idaho, both of which are towns located on the Kootenai River and the Great Northern Railroad.

The Yaak empties into the Kootenai River on the opposite bank from the station of Yaak on the Great Northern Railroad. Ample grounds may be had for mills, yards, townsite and the like on either side of the Kootenai River at this point. Probably the best millsite is at the mouth of the Yaak on the opposite bank of the Kootenai River from the Great Northern Railroad, and this land is controlled by the United States. A railroad bridge may here be constructed across the Kootenai at a moderate cost.

About one thousand feet above its mouth the Yaak River emerges into the Kootenai Valley through a short, narrow canyon with high rock walls. Just above this short canyon on the Yaak is a deep basin. A dam constructed in the canyon will form in this basin a reservoir about one mile long and one-eighth to one-fourth mile wide, affording ample storage for wood and logs. The dam would raise a head of water sufficient to generate direct power for from one to four wood grinding machines, depending upon the season and the stage of water in the Yaak. There are many other possible power plant sites in that region capable of developing enormous quantities of horse power.

The timber offered for sale can be best utilized in an operation manufacturing lumber of the better grades from the finest logs and pulp and paper by both the ground wood and the sulphite processes from the poorer logs.

Because of the variety of timber, the size of the tract and distance from mill, and the favorable topography, almost any of the methods of logging followed in the mountainous regions of the northwest may be employed. More than half of the timber may be skidded direct by horses to landings on railroad or flume, or to banking grounds on drivable water, and the remainder may be cheaply landed by chutes. Flumes, if used for log transportation may be built nearly to the extreme headwaters of each stream branch and logs may be landed into the flumes from comparatively short



distances by horse skidding or by chutes into reservoirs feeding the flumes.

The following estimates of the cost of logging the timber by each method have been carefully prepared.

#### Cost of Railroad Logging.

Main Railroad Construction .....	\$0.45	per	M.
Branch Railroad Construction.....	.40	"	"
Chutes, Flumes, Camps, etc.....	.34	"	"
Interest Charges .....	.58	"	"
Maintenance of Way.....	.48	"	"
Maintenance and Depreciation of Equipment.....	.23	"	"
Railroad Operation .....	.76	"	"
Sawing and Bucking.....	.70	"	"
Swamping and Skidding.....	1.25	"	"
Handling in Chutes.....	.90	"	"
Decking and Loading.....	.60	"	"
Unloading and Pond Expenses.....	.10	"	"
Brush Disposal .....	.20	"	"
Administration and Supervision .....	.25	"	"
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Total cost logging to mill, per M. ft. B. M.....	\$7.24		
Total cost logging to mill, per cord pulp wood.....	3.62		

N. B.—Assuming 2 cords equivalent to 1 M. B. M. Estimate on page 2 included under M. B. M. considerable material which would not be used as pulp wood.

#### Cost of Flume Logging.

Main Flume Construction.....	\$0.34	per	M.
Branch Flume Construction.....	.76	"	"
Camps, Chutes, Roads, etc.....	.19	"	"
Flume Maintenance.....	.34	"	"
Flume Operation .....	.65	"	"
Interest Charges.....	.60	"	"
Depreciation of Equipment.....	.06	"	"
Sawing and Bucking.....	.70	"	"
Swamping and Skidding.....	1.25	"	"
Handling in Chutes.....	.50	"	"
Landing in Flumes.....	.20	"	"
Brush Disposal.....	.20	"	"
Administration .....	.25	"	"
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Total cost logging to mill, per M. ft. B. M. ....	\$6.04		
Total cost logging to mill, per cord pulp wood.....	3.02		



### Cost of Logging by Stream Driving.

(Feasible for only 60% of Timber.)

Stream Improvements, Construction and Maintenance.....	\$0.31	per M.	
Flume Construction and Maintenance.....	.86	"	"
Chutes, Roads, Camps, etc.....	.19	"	"
Depreciation of Equipment.....	.06	"	"
Sawing and Bucking.....	.70	"	"
Swamping and Skidding.....	1.25	"	"
Handling in Chutes.....	.50	"	"
Handling in Flumes.....	.45	"	"
Brush Disposal.....	.20	"	"
Banking Logs, Breaking Rollways and Driving.....	1.30	"	"
Interest Charges.....	.52	"	"
Administration .....	.25	"	"
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Total cost logging to mill, per M. ft. B. M.....	\$6.59		
Total cost logging to mill, per cord pulp wood.....	3.30		

The appraised stumpage rates given below were determined for saw timber by deducting the costs of logging, milling and other expenses, plus a reasonable profit, from the present average selling prices of lumber, and the prices for pulp wood were determined as nearly as possible in proportion to the prices for saw timber after estimating the cost of producing pulp and paper and the probable prices which could be secured for these products under freight rates to principal market points and determining that the operation would be feasible and profitable.

### FORM OF ADVERTISEMENT.

**Amount and Kinds**—700,000,000 feet B. M., more or less, of Engelmann spruce, lodgepole pine, larch, white fir, balsam fir, white pine, Douglas fir, cedar, hemlock, and yellow pine, approximately 35 per cent Engelmann spruce, 20 per cent larch, 16 per cent lodgepole pine, 11 per cent white or balsam fir.

**Location**—Within the Kootenai National Forest, Montana, in the Yaak River watershed.

**Stumpage Prices**—Lowest rates considered: \$3 per M. for white pine; \$2.50 per M. for yellow pine, lodgepole pine and Engelmann or white spruce; \$2 per M. for cedar, \$1.50 per M. for larch and Douglas fir, and \$1 per M. for hemlock and white or balsam fir; \$1.50 per cord for white pine wood; \$1.25 per cord for Engelmann or white spruce and yellow pine wood; \$1 per cord for lodgepole and cedar wood, and 75c per cord for larch, Douglas fir, white fir and hemlock wood. Rates to be readjusted every five years.

**Deposit**—With bid \$20,000, to apply on purchase price if bid is accepted, or



refunded if rejected. Ten per cent may be retained as forfeit if the contract and bond are not executed within the required time.

**Final Date for Bids**—Sealed bids will be received by the District Forester, Missoula, Montana, up to and including October 3, 1913.

The right to reject any and all bids is reserved.

Before bids are submitted full information concerning the character of the timber, conditions of sale, deposits, and the submission of bids should be obtained from the District Forester, Missoula, Montana, or the Forest Supervisor, Libby, Montana.

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### PROPOSED FORM OF CONTRACT.

We,....., a corporation organized and existing under the laws of the State of....., having an office and principal place of business at....., hereby agree to purchase 700,000 M. B. M. of timber, including all the merchantable dead timber, standing or down, and all the live timber, suitable for the manufacture of lumber or wood pulp for paper, marked or designated for cutting by a Forest officer and located on an area of about 200,000 acres, to be definitely designated by a Forest officer before cutting begins, in the watershed of the Yaak River, bounded on the east by the main stream of the Yaak river, on the north by the International Boundary line, on the west by the western boundary of Montana, and on the south by the Kootenai River, and all located within the Kootenai Forest, estimated to be 250,000,000 feet board measure of Engelmann spruce, 110,000,000 feet board measure of lodgepole pine, 140,000,000 feet board measure of larch, 80,000,000 feet board measure of white fir or balsam fir, 40,000,000 feet board measure of white pine, 50,000,000 feet board measure of Douglas fir, 9,000,000 feet board measure of cedar, 20,000,000 feet board measure of hemlock, and 1,000,000 feet board measure of yellow pine, or an equivalent total for all species of approximately 1,000,000 cords of timber merchantable for wood pulp.

We do hereby, in consideration of the sale of this timber to us, promise to pay to the Western Montana National Bank of Missoula, Montana, United States Depository, or such other depository or officer as shall hereafter be designated, to be placed to the credit of the United States, for all timber cut prior to May 1, 1918, at the rate of \$3.00 per M. B. M. for white pine, \$2.50 per M. feet B. M. for yellow pine, lodgepole pine and Engelman or white spruce, \$2.00 per M. feet B. M. for cedar, \$1.50 per M. feet B. M. for larch and Douglas fir, and \$1.00 per M. feet B. M. for hemlock and white or balsam fir, \$1.50 per cord for white pine wood, \$1.25 per cord for Engelmann or white spruce and yellow pine wood, \$1.00 per cord for lodgepole and cedar wood, and \$0.75 per cord for larch, Douglas fir, white fir and hemlock wood; for all timber cut on or after May 1, 1918, and prior to May 1, 1923, at such rate as shall be designated by the Forester on



May 1, 1918; for all timber cut on or after May 1, 1923, and prior to May 1, 1928, at such rate as shall be designated by the Forester on May 1, 1923, for all timber cut on or after May 1, 1928, and prior to May 1, 1933, at such rate as shall be designated by the Forester on May 1, 1928; and for all timber cut on or after May 1, 1933, at such rate as shall be designated by the Forester on that date: Provided that the rate to be designated upon each of the respective dates shall be determined as follows:

(a) For the purposes of this contract it is agreed that the average mill run lumber prices per M. feet B. M. prevailing at the date of execution hereof, f. o. b. cars at the mills operating along the Kootenai River in Montana and Idaho are \$21.00 for white pine, \$15.50 for yellow pine, \$13.00 for lodgepole pine and spruce, \$11.00 for cedar, \$12.00 for larch and Douglas fir, and \$9.00 for white fir and hemlock.

(b) The Forester shall ascertain the average mill run lumber prices prevailing for the various species above specified f. o. b. cars at the mills operating in the territory above defined during the two calendar years prior to May 1, 1918, 1923, 1928 and 1933, respectively.

(c) If the average price for lumber of any species prevailing during any one of said periods of two calendar years specified in (b) shows an increase over the price of the same species agreed upon as prevailing at the date of execution hereof of \$2.00 per M. feet B. M., or less, no increase shall be made in the stumpage rate for such species as fixed on the following May 1. If the increase in the average price of any species is greater than \$2.00 per M. feet B. M., not more than 75 per cent of the amount of such increase in excess of \$2.00 may, in the discretion of the Forester, be added to the stumpage rate for such species as fixed on the following May 1, (and a proportional amount may, in the discretion of the Forester, be added to the stumpage rate for cord wood of such species, as fixed on the said date of readjustment, it being agreed that for the purpose of determining such proportional amount, 1,000 feet B. M., log scale, is equal to two cords of wood.)

(d) If in the territory above defined during the life of this agreement certain of the material cut from any species included in this sale is manufactured into or sold for other products than lumber, the market value of such products, the proportion of the total cut of the species so used, and the grade and character of material so used, in the territory above defined during the two calendar years preceding the next readjustment date, shall be considered by the Forester upon an equitable basis comparable to the thousand board feet of manufactured lumber, in determining the average mill run price of the species as above specified: Provided, that the Forester may at any time, upon application from the purchaser, establish a special rate for material other than saw timber and cordwood which the purchaser elects or may be required to remove for sale, which rate shall be equitable in accordance with the current market value of such material.

(e) It is further agreed that the Secretary of Agriculture will, upon written application from the purchaser setting forth good and sufficient



reasons therefor, and showing the existence of a serious emergency arising from changes in market conditions since the last readjustment of stumpage rates, at his option either (1) redetermine and establish the stumpage rates and designate a date when the rates as redetermined shall be effective, which date shall be within six months of the date of application, or (2) grant an extension of time within which the respective amounts of timber specified hereafter in Clause 15 shall be removed, not to exceed the total period of twenty (20) years for the removal of the timber specified in this contract, when action of either character is necessary in his judgment to relieve the purchaser from hardship; provided, that in all cases the stumpage rates as readjusted upon application to the Secretary shall be determined in accordance with the methods and under the terms above set forth, using the two-year period immediately preceding the date of application for readjustment as a basis for computation; and provided further, that the stumpage rates so determined upon application of the purchaser shall apply only during the remainder of the five-year period then current, at the termination of which the stumpage rates shall be regularly redetermined and established.

In the application of the foregoing clause it is understood that the Secretary of Agriculture will readjust the stumpage rates upon application from the purchaser if it is shown to his satisfaction that for a period of one year market conditions have not permitted operation by the purchaser at a profit above operating costs, including office and supervisory expenses, interest, taxes, insurance, and reasonable charges for the depreciation and maintenance of the plant.

(f) It is further agreed that in no event will the stumpage rates as established upon any of the respective dates above named or upon the application of the purchaser be less than those specified herein to be paid for timber cut prior to May 1, 1918.

(g) It is further agreed that in making any readjustment of stumpage prices the Forester may require such modification in the clauses numbered 7, 10, 11, 12, 13, 14, 18, and 21 in this agreement as are necessary in his judgment to protect the interests of the United States: Provided, that such modifications shall be limited to requirements contained in current timber sale contracts executed by purchasers and approved by officers of the Forest Service prior to the date of such readjustment; and provided, also, that any additional operating costs entailed by such modifications, as ascertained by the Forester, shall be deducted from the readjusted stumpage prices.

(h) Payments will be made in advance in installments of ten thousand dollars (\$10,000) each, when called for by the Forest officer in charge, excepting just in advance of a period when cutting operations will be suspended for at least four months, when the size of the payment will be determined in writing by the Forest Supervisor, when called for by the Forest officer in charge, credit being given for the sums, if any, heretofore deposited with the said United States depository or officer in connection with this sale.

And we further promise and agree to cut and remove said timber in



strict accordance with the following conditions and all regulations governing timber sales prescribed by the Secretary of Agriculture:

1. Timber upon valid claims and all timber to which there exists valid claim under contract with the Forest Service is exempted from this sale.

2. No timber will be cut or removed until it has been paid for.

3. No timber will be removed until it has been scaled, measured, or counted by a Forest officer.

4. No timber will be cut except from the area specified by a Forest officer. No live timber will be cut except that marked or otherwise designated by a Forest officer.

5. All merchantable timber used in buildings, skidways, bridges, construction of roads, or other improvements will be paid for at the price herein specified.

6. All cutting will be done with a saw when possible.

7. The maximum scaling length of saw logs will be 16 feet; greater lengths will be scaled as two or more logs. Upon all logs an additional length of 4 inches will be allowed for trimming. Logs overrunning the specified allowance for trimming will be scaled as two feet longer.

8. No unnecessary damage will be done to young growth or to trees left standing, and no trees shall be left lodged in the process of felling. Unmarked and undesignated trees that are badly damaged during the process of logging will be cut if required by the Forest officers, and when such damage is due to carelessness, the trees so injured will be paid for at twice the price herein specified.

9. It is further agreed that the timber sold on the watershed of Yaak River from time to time will be restricted approximately to an amount, as estimated by the Forest Service, which can be removed annually without exceeding the yield produced by growth on the watershed. The plan of logging operations on the respective portions of the sale area shall be approved by the Forest officer in charge. When operations are begun on any natural logging area, the cutting on that area shall be fully completed to the satisfaction of the Forest officer in charge before cutting may begin on other areas, unless written permission is given by the Forest officer in charge to begin cutting on a different area, with the understanding that as soon as conditions warrant it, cutting will be resumed on the area left incomplete. After decision in writing by the Forest officer in charge that the purchaser has complied satisfactorily with the contract requirements as to specified areas, the purchaser shall not be required to move back upon or do additional work on such areas.

In case of devastation by fire or insect damage on the area covered in this application, a new plan of logging operations will be agreed upon by the Forest officer and the purchaser by which as much as practicable of the injured timber shall be utilized so far as it is merchantable.

10. On land designated by the Forest officer as agricultural land all timber merchantable under the terms of this agreement will be cut except



small patches of small material suitable for farm improvements which may be reserved in the discretion of the Forest officer. So far as practicable, and as agreed with the Forest officer, logging will be completed on "agricultural" areas before it is begun on other areas.

11. On other than agricultural areas not to exceed one-third of the merchantable timber and cordwood will be reserved in marking for seed, protection, or a future cut.

12. Stumps will be cut so as to cause the least possible waste, and will not be cut higher than 12 inches on the side adjacent to the highest ground—lower when possible—except in unusual cases when, in the discretion of the Forest officer, this height is not considered practicable.

13. All material 8 inches and over in diameter at the top end will be scaled and paid for as saw logs. Defective logs and short pieces will be utilized as follows: White pine, spruce, and yellow pine logs, which contain 33 1-3 per cent, and logs of other species which contain 50 per cent or more lumber commonly considered merchantable in that part of Montana west of the Continental Divide will be considered merchantable under the terms of this contract. Logs 10 feet long and with an 8-inch top will be taken. All material from 4 to 7 inches in diameter at the top end and 4 feet or more in length will be scaled as cordwood when merchantable for pulpwood in the judgment of the Forest officer.

14. Brush will be disposed of currently as the sale progresses in accordance with the requirements of the Forest officer, the purchaser furnishing men at the times and in the numbers required by the Forest officer to burn the brush under his personal supervision. Unmerchantable trees will be felled and slashed and snags over 20 feet high will be felled on clean cut areas, excepting on agricultural land, on which land such work will be done only on a two hundred foot strip adjoining fire lines.

Fire lines, not to exceed 66 feet wide, extending around the exterior boundaries of the clean cut areas, and adjoining seed blocks, with all inflammable material, including all brush, reproduction and other debris piled and burned, and with a trail not to exceed two feet wide cut to mineral soil in the center of the fire line parallel to its sides, shall be constructed by the operator as directed by the Forest officer in charge. Similar fire lines will also be constructed in such places as the Forest officer may direct to break the cut over areas up into suitable units for slash burning.

The slash will be broadcast burned at such times, in such manner and with the number of men furnished by the purchaser as may be required by the Forest officer. Upon all other areas the brush will be piled and burned in accordance with the requirements of the Forest officer. Before the slash fire is started the debris will be piled at least 10 feet from the butts of the larch to be left.

15. A period of twenty (20) years will be allowed for the cutting of the timber involved in this sale, exclusive of the cutting of timbers required in the construction of logging railroads, roads, bridges, camps and other pre-



liminary improvements in connection with the operation: Provided, that all such improvements shall be constructed prior to May 1, 1914. The contract period will extend for a term of twenty (20) years, beginning May 1, 1914, unless such construction is completed or the cutting of timber for sale begins prior to that date. In that event the date of commencement of the twenty-year period shall be the date on which cutting for sale is initiated, but in no case to be later than May 1, 1914.

Unless such amounts are reduced by the Secretary of Agriculture, at least 100,000,000 feet B. M., or its equivalent in cords of pulpwood, will be cut prior to May 1, 1918; an additional 150,000,000 feet B. M. or its equivalent in cords of pulpwood, prior to May 1, 1923; an additional 200,000,000 feet B. M., or its equivalent in cords of pulpwood, prior to May 1, 1928, and an additional 250,000,000 feet B. M., or its equivalent in cords of pulpwood, prior to May 1, 1933.

16. Timber cut and removed in saw logs will be scaled by Scribner Decimal "C" log rule, and timber removed in cordwood lengths will be counted or measured as prescribed by the Forester, a cord, for the purpose of this agreement, being a pile of wood 4 feet in height, 4 feet in width and 8 feet in length, and, if required by the Forester officer, will be piled or placed for scaling, measurement or count, as directed by the Forest officer.

17. All marked or designated trees, and all dead timber merchantable for wood pulp for paper, shall be cut. Unmarked or undesignated living trees which are cut; marked or designated trees or merchantable dead timber left uncut; timber wasted in tops, stumps and partially sound logs; trees left lodged in the process of felling; and any timber merchantable according to the terms of this agreement, which is cut and not removed from any portion of the cutting area after logging on that portion of the cutting area is completed, or is not removed from the National Forest after the expiration of this agreement, shall be scaled, measured or counted and paid for at double the price herein specified.

18. During the time that this agreement remains in force we will independently do all in our power to prevent and suppress forest fires on the sale area and in its vicinity, and will require our employees and contractors to do likewise. We hereby agree, unless prevented by circumstances over which we have no control, to place ourselves and our employees at the disposal of any authorized Forest officer for the purpose of fighting forest fires, with the understanding that if the fire does not threaten our property or the area embraced in this agreement, we shall be paid for services so rendered at the rate or rates to be determined by the Forest officer in charge, which rate or rates shall correspond to the rate or rates of pay prevailing in the Kootenai National Forest for services of a similar character at the time the services are rendered: Provided, however, that if our employees, sub-contractors, or employees of sub-contractors are directly or indirectly responsible for the origin of the fire, we shall not be paid for services so rendered.

19. So far as is reasonable, all branches of the logging shall keep pace



with one another, and in no instance shall the brush disposal be allowed to fall behind the cutting except when the depth of the snow or other adequate reason makes proper disposal impossible, when the disposal of brush may, with the written consent of the Forest officer in charge, be postponed until conditions are more favorable.

20. Camps, buildings, railroads, logging roads, skidroads, log chutes, flumes, and all other improvements and structures necessary for the successful carrying on of logging operations shall be located and operated as specified in this contract and as agreed upon with the Forest officer in charge. All improvements shall be removed from National Forest lands within six months after the termination of this agreement, unless permits or easements are secured from the officer of the United States having jurisdiction and in accordance with the Federal laws for their further occupancy and use. If not removed within such time, or further occupancy and use under such permits or easements authorized, they shall become the property of the United States.

21. We do hereby agree as a part of the consideration of this agreement, to grant to the Forest Service or to such other parties as the Forest Service may designate, the privilege of using the main lines of railroad, both on and off National Forest land, which will be constructed, owned, or controlled for the purpose of logging the timber on the area specified in this contract, for the purpose of, or in connection with the logging of any National Forest timber tributary to the said main lines of railroad, at such rates and under such regulations as may be specified by the District Forester. And further provided, that any such arrangement for the use of said railroad lines may be terminated at the date of the expiration of this contract at the option of the undersigned: Provided, however, that in the event the arrangement for the use of said railroad lines is terminated at the date of the expiration of this contract by the undersigned, the United States shall have the right, as a part of the consideration of this agreement, to purchase the said railroad or to designate a person or persons who shall also have the right to purchase the said railroad lines; Provided, further, that in the event it is impossible for the parties aforesaid to agree upon a purchase price, a Board of Appraisers, consisting of three persons, one to be named by the undersigned, one to be named by the District Forester, and one to be named by the holder of any timber sale agreement which would be affected by the use of such railroad line, and whose name shall be designated by the District Forester, shall fix the price at which the said railroad line shall be purchased. This said option to purchase must be exercised within two months from the date of the expiration of this agreement. The Board of Appraisers shall meet upon the call of the District Forester and the majority vote shall be binding on the Board. It is hereby specifically understood and agreed that any purchaser of said railroad lines shall be an actual bona fide purchaser of timber which is tributary to such lines.

22. All telephone lines crossing the sale area will be protected as far



as possible in logging operations and will be repaired immediately if injured; all roads and trails traversing the sale area whose maintenance or repair is considered necessary by the officer in charge, which are injured or destroyed by logging operations, will be repaired and kept free from obstruction by logs, brush or debris by the purchaser, as the Forest officer shall require.

23. Larch may be long butted sufficiently in the judgment of the Forest officer to eliminate so much of the root swelling as is necessary to make the butt log drivable.

24. Only oil will be used as fuel in any steam locomotive or donkey engine operated in connection with this sale from April 15 to October 15, excepting with the written consent of the Forest Supervisor.

25. This contract is intended to provide for logging in the woods by means of horses on areas which are not to be cut clean. Any other method of logging may be employed only with the consent of the Forest officer approving this contract and under such conditions and restrictions as may be agreed upon with him.

26. The ground in the vicinity of logging camps, mills, stables, and other structures shall be kept in a clean, sanitary condition; and rubbish shall be removed and burned or buried. When camps or other establishments of the operator are moved from one location to another, all debris shall be burned or otherwise disposed of as directed by the Forest officer in charge.

27. All the books pertaining to our logging operations and milling business will be open to inspection at any time by a Forest officer authorized by the District Forester to make such inspection, with the understanding that the information so obtained shall be confidential.

28. The title to the timber included in this agreement shall remain in the United States until it has been paid for and scaled, measured or counted as herein provided.

29. The decision of the Secretary of Agriculture shall be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of the timber covered by this agreement.

30. Work may be suspended by the Forest officer in charge if the conditions and requirements contained in this agreement are disregarded, and the failure to comply with any one of said conditions and requirements, if persisted in, will be sufficient cause for the Forester to revoke this agreement and to cancel all permits for other uses of the National Forest.

31. No member of, or delegate to Congress, or resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefits to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company where such contract or agreement is made for the general benefit of such incorporation or company. (Sec. 3741, Revised Statutes, and Secs. 114 to 116, Act of March 4, 1909.)

32. Refund of deposits under this agreement will be made only at the



discretion of the Forester or District Forester. This agreement will not be assigned in whole or in part. The conditions of the sale are completely set forth in this agreement and none of its terms can be varied or modified except with the written consent of the Forester. No other Forest officer has been or will be given authority for this purpose.

33. And as a further guarantee of a faithful performance of the conditions of this agreement we deliver herewith a bond in the sum of Ten Thousand Dollars (\$10,000), and do further agree that all moneys paid under this agreement shall, upon failure on our part to fulfill all and singular the conditions and requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of our obligations assumed hereunder.

Signed in duplicate this.....day of.....19.....

**Witnesses:**

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Approved at....., under the above conditions,....., 191.....

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**RULES FOR MARKING AND BRUSH DISPOSAL.**

The area described by this prospectus is so large, and the stands of timber thereon so diverse in both age and composition, that many different methods of marking will be used. Over the greater part of the area a flexible diameter limit will be followed which will permit the cutting of the larger trees while the smaller will be reserved for seed production and for future growth. On other parts of the area clean cutting will be required with the reservation of seed blocks to insure reproduction. These seed blocks will be so chosen as to include the smaller, scrubnier and more inaccessible timber, insofar as possible. By neither method will the amount reserved from cutting exceed one-third of the merchantable volume of the standing timbers. On areas where the land is agricultural in character no timber will be reserved for seed production or future growth, but small patches of small sized material will be withheld from cutting to supply future settlers with material for farm improvements.

Brush disposal is required as a matter of fire protection. The method will vary with the different systems of marking. On areas where the cutting is by diameter limit all the brush must be piled and burned by the purchaser, but on clean cut areas broadcast burning of the slash inside a carefully constructed fire line will be permitted as a substitute.



## MISCELLANEOUS.

The final day for receiving bids is October 3. Forms for submitting bids should be secured from the Forest Supervisor, Libby, Montana.


Before any bid will be accepted, the bidder will be required to furnish a certified statement as to his financial organization and backing, which will satisfy the District Forester that the sale can be handled successfully.

With each bid there should be submitted a statement outlining the plan of operation of the bidder, which will be taken into consideration when the bids are opened. For instance, a statement to the effect that a railway along the Yaak River would be installed, other conditions remaining the same, would be considered more advantageous to the Government than a plan outlining a stream driving proposition, because such a railway would do more for the permanent development of the country, and would add to the value of Government stumpage on the Yaak watershed not included in this sale.

An informal written plan of action will be agreed upon between the purchaser and the Forest Service. This plan will outline the organization necessary on the part of both the operator and the Forest Service for the proper administration of the sale: settlement of differences of opinion, marking and brush disposal rules, sanitary rules, the order in which cutting will proceed, and the like.

Maps on a large scale and logging cost data in much greater detail can be inspected in the Forest Supervisor's office at Libby, Montana. The Forest Supervisor will also be glad to give any additional information at his command upon personal or written request.



116°  AREA ADVERTIZED

49°

